

LAW REVERSIONARY INTEREST SOCIETY, LIMITED

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1883.

Capital £400,000
 Debentures £180,000
REVERSIONS BOUGHT. LOANS MADE THEREON.
Proposal Forms and full information may be had at the Society's Office.
W. OSCAR NASH, F.I.A., Actuary.

PARTRIDGE & COOPER,

LAW and PARLIAMENTARY
 PRINTERS and STATIONERS.

LAW WRITING ON THE PREMISES BY PERMANENT STAFF.

191 & 192, FLEET-STREET, and 1 & 2, CHANCERY-LANE, E.C.

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.
(Within Shilling cab fare of Gray's-inn, Inns of Court, Temple Bar, and Law Courts, &c. Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c. New Parisian Restaurant for French Cooking and fine Wines.)

LIVERPOOL - MIDLAND - Excellent Restaurant.
 BRADFORD - QUEEN'S - In Centre of Town.
 LEEDS - MIDLAND - For Peak of Derbyshire.
 DERBY - MIDLAND - Tennis Lawn to Seashore. Golf.
 MORCAMBE - MIDLAND -
 Residential Hotel - HEYSHAM TOWER, nr MORECAMBE. Lovely Country. Golf.
Tariffs on Application. Telegraphic Address "Midotel."

WILLIAM TOWLE, Manager Midland Railway Hotels.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
 LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of
 LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
**THE LICENSES INSURANCE CORPORATION AND
 GUARANTEE FUND, LIMITED,**
 24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without
 special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
 SIMPLE,

THE
 PERFECTED
 OF
 LIFE
 ASSURANCE.

AND
 SECURE.

FUNDS - - - £3,000,000. INCOME - - - £373,000.
 YEARLY BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,000,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).
 The Hon. Mr. Justice KENYON.
 The Right Hon. Sir JAMES PARKER DEANS, Q.C., D.C.L.
 WILLIAM WILLIAMS, Esq.
 RICHARD FERRINGTON, Esq.

DIRECTORS.

Bacon, His Honour Judge.
 Davey, The Right Hon. Lord.
 Deane, The Right Hon. Sir James Parker,
 Q.C., D.C.L.
 Ellis, Edmund Henry, Esq.
 Finch, Arthur J., Esq.
 Freer, Geo. Edgar, Esq.
 Garth, The Right Hon. Sir Richard, Q.C.
 Harrison, Chas., Esq., M.P.
 Healey, C. E. H. Chadwyck, Esq., Q.C.
 Johnson, Charles F., Esq.
 Kewich, The Hon. Mr. Justice.
 Ludlow, The Right Hon. Lord.

Masterman, Henry Chauncy, Esq.
 Mathew, The Hon. Mr. Justice.
 Meek, A. Grant, Esq. (Devises).
 Moller, The Right Hon. John W., Q.C.
 M.P.
 Mills, Richard, Esq.
 Morrell, Frederic P., Esq. (Oxford).
 Pennington, Richard, Esq.
 Rowell, Edward Lee, Esq.
 Saltwell, Wm. Henry, Esq.
 Williams, C. Reynolds, Esq.
 Williams, Rome, Esq.
 Williams, William, Esq.

VOL. XLI., No. 49.

The Solicitors' Journal and Reporter.

LONDON, OCTOBER 2, 1897.

* The Editor cannot undertake to return rejected contributions, and
 copies should be kept of all articles sent by writers who are not on
 the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS	783	LAW SOCIETIES	789
TITLE UNDER VOLUNTARY SETTLE-	783	LEGAL NEWS	789
MENTS	786	WINDING UP NOTICES	790
REVIEWS	787	CREDITORS' NOTICES	790
CORRESPONDENCE	787	BANKRUPTCY NOTICES	791
PUBLIC GENERAL STATUTES.			

Cases Reported this Week.

(BEFORE THE VACATION JUDGE.)

Faith Gold Mining Co. (Lim.), Re..... 786
 J., Re..... 788
 Royal Standard Permanent Benefit Building Society, Re .. 788

CURRENT TOPICS.

MR. JUSTICE RIDLEY had, at his sitting in court on Wednes-
 day, a list of nearly fifty matters, several of them, however,
 having been adjourned from previous weeks.

WE REGRET to hear a rather unfavourable report of the health
 of Lord DAVEY. It is hoped, however, that the course of treat-
 ment he has been undergoing abroad will alleviate the symptoms
 from which he has been suffering.

WE PRINT elsewhere the revised programme for the Annual
 Provincial Meeting of the Incorporated Law Society at Sheffield.
 In consequence of the lamented death of Mr. HERBERT BRAMLEY,
 the proposed ball on the evening of the 6th of October will not
 take place, and the reception has been arranged for that even-
 ing, in place of the 5th of October. We understand that the
 list of papers to be read, so far as it has been provisionally
 settled, includes papers by Mr. B. G. LAKE and Mr. E. K.
 BLYTH relative to the Land Transfer Question; by Mr. F. K.
 MUNTON on Dilatory Defences; by Mr. FULLAGAR, of Bolton, on
 the Non-competency of Prisoners as Witnesses; by Mr. GRANT-
 HAM R. DODD on Libel and Slander; by Mr. E. J. TRUSTAM on
 County Courts; and by Mr. H. S. SIMMONS on The Issue of
 Debentures. There will, therefore, be an unusual number of
 practical and interesting subjects for discussion. The Presi-
 dent's address will be looked forward to with much interest. It
 is almost as difficult to foretell the career of a President of the
 Society as to say with any confidence what sort of a judge a
 newly-appointed member of the High Court bench will make;
 but if unsparing labour in the interests of the society is any
 qualification for the performance of the duties of the office,
 it may be predicted that Mr. GODDEN's presidency will be very
 successful.

THE VACATION Judge has this week uttered a protest against
 a practice, which we think must be of recent development—
 namely, application to him by wire. He had received a tele-
 gram containing an application for leave to serve notice of
 motion with a writ, and also containing a certificate by counsel
 that the case was an urgent one. The learned judge said that
 if parties could not wait until the business day they ought to go
 to the judge themselves; whereupon counsel who made the
 application explained that he had been quite ready to attend on
 the judge, but had been informed "by the office" that a
 telegram would save the expense of his going to the judge's
 residence. This would seem to indicate that applications of this
 kind have been previously made by telegram. There is, no
 doubt, something to be said against the practice both from the
 point of view of the judge and the suitor. The judge's
 country residence is sometimes situate some distance from

the nearest telegraph office, and the portage charges for telegrams, which he would have to bear, might be heavy. Moreover, the eccentricities of the country transcribers of legal telegrams would frequently render it necessary for the judge to wire at his own cost for an explanation of the terms of the telegram, or for information on matters not stated in it. His coachman or groom would have to be frequently on the road to the telegraph office. As regards the suitor, there is the risk that, owing to delay in transmission, or the absence of the learned judge from his residence, the telegram might not reach him until too late for the above-mentioned inquiries to be made that day; the counsel who sent the telegram might have gone off on holiday the next day, and so matters would be at a standstill. It would certainly be rather curious if, while at all times except during vacations the application for leave to serve notice of motion with a writ must, in the Chancery Division, be made in court, it might during vacations be made without any attendance before the judge.

MANY DIFFICULTIES in the way of dealing with property in the hands of the police have been now cleared away by the Police (Property) Act, 1897, which has recently become law. If a person is convicted of larceny, either summarily or on indictment, the Larceny Act gives ample powers of restitution of the stolen property the subject of the charge, but there were numbers of cases in which the police had great difficulty in dealing with stolen property, and in which the criminal courts were unable to help them. For example, if a person charged with stealing property were acquitted, what were the police to do with the property after the trial, if not absolutely satisfied as to the ownership? Again, where two things are found upon a prisoner, and he is tried and convicted of stealing one of them, but the other is not identified till after the trial; or where a pawnbroker to whom a thief offers a stolen article detains the article and hands it to the police, but is unable to detain the thief, there is often risk in handing over without legal sanction the article to the person who claims to be the owner. Of course the question of ownership might always have been settled by an action; but it is obvious that justice demanded some speedier and less expensive method. The Act provides that in all cases where property has come into the possession of the police in connection with any criminal charge, or as having been detained by a pawnbroker, or in the execution of a search warrant, &c., a court of summary jurisdiction may, on the application either of the police or of any person claiming the property, make an order for the delivery of the property to the person who appears to the court to be the owner thereof; or, if the owner cannot be ascertained, the court may make such order as it thinks fit with respect to the property. It is also provided that no such order shall affect the right of any person to take legal proceedings against any person in possession of the property within six months of the order, but after the expiration of six months such right shall cease. Power is also given to a Secretary of State to make regulations for the disposal of unclaimed property which has not been the subject of any order, but such property, unless perishable, must not be sold for one year from the time it came into the hands of the police, or if sold sooner the proceeds must not be disposed of till such year has elapsed.

THE TENDENCY of recent decisions has been very much in favour of protecting mortgagees who exercise a power of sale in good faith, even though they may not have taken all the precautions that in strictness could be devised in order to insure that the best possible price shall be obtained. The result of the cases, said KAY, J., in *Warner v. Jacob* (30 W. R. 731, 20 Ch. D. 220), "seems to be that a mortgagee is not, strictly speaking, a trustee of the power of sale. It is a power given him for his own benefit, to enable him the better to realize his debt. If he exercises it *bona fide* for that purpose, without corruption or collusion with the purchaser, the court will not interfere, even though the sale be very disadvantageous, unless, indeed, the price is so low as in itself to be evidence of fraud" (see also *Farrar v. Farrars (Limited)*, 37 W. R. 196, 40 Ch. D. 395). The latest case on the subject is *Kennedy v. De Trafford*

(45 W. R. 671) in which the House of Lords affirmed the decision of the Court of Appeal, reversing the judgment of the Vice-Chancellor of the Duchy of Lancaster. Property which was purchased in 1873 for £50,300, was, in 1877, valued at over £75,000, and a sum of £60,000 was lent on mortgage of it. The mortgagors, C. & D., were co-owners and C. became bankrupt. This circumstance, and also doubts as to the sufficiency of the security, induced the executors of the mortgagee to call in the money, and when it was not forthcoming they were desirous of realizing the property. It appeared, however, to be very doubtful whether they would obtain a price which would cover their principal and interest, and the probable expense of an abortive sale deterred them from putting the property up to auction. Ultimately an offer was made by one of the co-owners, D., to take over the property for £58,806, which was then the amount due on the mortgage. Of this sum he was to pay £4,806 in cash, and the remainder was to remain on mortgage of the property. This arrangement was carried out, but subsequently KENNEDY, the trustee of C., the bankrupt co-owner, took steps to have the sale set aside on the ground that the power of sale had been improperly exercised. The mortgagees, it was objected, had not put up the property to auction, and in disposing of it for the exact sum due on the mortgage they had sold it at an undervalue. In these circumstances, however, it seems there was nothing to shew any failure on the part of the mortgagees in respect of their duty to the bankrupt mortgagor and his trustee. "I am myself disposed to think," said Lord HERSHELL, "that if a mortgagee in exercising his power of sale exercises it in good faith, without any intention of dealing unfairly by his mortgagor, it would be very difficult indeed, if not impossible, to establish that he had been guilty of any breach of duty towards the mortgagor." In other words, the one requirement is that the mortgagee shall act in good faith, and if he does this he is safe. The House of Lords accordingly held that no case had been made out for impugning the sale on the ground of the mode in which it had been effected. The appellant's further argument, based on the alleged fiduciary relation of the purchaser to his former co-owner, was also unsuccessful.

IN THE recent case of *Attorney-General v. The New York Breweries Co. (Limited)* (45 W. R. 605) the Crown made an attempt to secure death duties on the personal property in this country of a testator who had died domiciled in America, but the doctrine of executorship *de son tort*, on which reliance was chiefly placed, proved to be insufficient for the purpose. The defendant company is an English company incorporated under the Companies Acts, and having its registered office in London. The testator at the time of his death was entitled to ordinary and preference shares and to debentures of the company, together of the nominal value of £42,210. Probate of his will was taken out in America, but the executors had no difficulty in getting their title recognized in this country, and it was unnecessary, therefore, to take out an English probate. At their request one ordinary and one preference share and one debenture were transferred by the defendant company into their names, and the company paid over to them the whole dividends and interest, whether accrued before the death of the testator or after. Since it was impossible to impose the death duties on the executors, the Crown sought to make the company liable under 55 Geo. 3, c. 184, s. 37, and the Customs and Inland Revenue Act, 1881 (44 & 45 Vict. c. 12), s. 40. Under the former statute any person renders himself liable to penalties who takes possession of and in any manner administers any part of the personal estate of a deceased person without obtaining probate or letters of administration within six months; and by the latter double duty is imposed on any person who ought to obtain probate or letters of administration and neglects to do so. Moreover, by section 11 of the Revenue Act, 1884 (47 & 48 Vict. c. 62), the production of probate or letters of administration is necessary to establish the right to recover or receive any part of the personal estate of a deceased person situated in the United Kingdom. But none of these statutes proved to be effectual for the case in question. The company, in registering the transfers, had performed a merely ministerial act, and had not taken possession

of the securities within the meaning of the Act of George 3. The administering referred to in the same Act seems to be such an interference with the estate of the deceased as would constitute a man an executor *de son tort*, but though such an executorship is constituted on very slight grounds (*Padget v. Priest*, 2 T. R. 97), yet liability is not incurred by simply handing over property to the lawful executor. An executor cannot sue without probate, but otherwise his title as executor is complete and he may receive the property of the deceased. The Divisional Court (WILLS and GRANTHAM, JJ.) held that this long-established right had not been taken away by the Act of 1884, and since the executor is entitled to receive the property, the person who hands it to him does no wrongful act to make himself a tortious executor. Neither in respect of the transfers, therefore, nor in respect of the payment of dividends, had the defendant company brought themselves within the statutes. GRANTHAM, J., suggested that it was the duty of English companies to insist on probate being taken out before recognizing the title of executors, and in general this course is adopted, but it seems that the securing of death duties in such a case rests entirely with the company.

THE DISTINCTION between actions *in rem* and actions *in personam* is for practical purposes confined to Admiralty courts, but in such courts it has very important consequences, and these are illustrated in the interesting judgment of the Court of Appeal in the recent case of *The Minna Craig Steamship Co. v. The Chartered Mercantile Bank of India, &c.* (45 W. R. 338). The plaintiffs were an English single ship company, and their ship, *The Minna Craig*, which was under mortgage to an English mortgagee, was in June, 1892, at Bombay for the purpose of being loaded with a cargo for Hamburg. The master of the ship was by fraud induced to sign bills of lading for goods which were never put on board. The defendant bank became the holders of these bills for value, and upon the arrival of the ship at Hamburg in August, 1892, their agents commenced an action *in rem* in respect of the cargo which under the bills of lading should have been on board. The ship was arrested and sold by the Hamburg court to the mortgagee for £43,206, and out of this amount the court paid the bank £10,944, the amount of their claim. On the 20th of July a petition had been presented in this country, and a winding-up order was made on the same day as the ship arrived at Hamburg, but before her arrival. According to English law the claim for non-delivery of the cargo would have given the holders of the bills of lading no maritime lien on the ship, nor would the bills have been conclusive against the owners of the ship that the cargo had been put on board. But in both these respects the German law is different. By the German Commercial Code a person having a claim for non-delivery of or damage to cargo becomes a ship's creditor, and as such has a legal lien on the ship, and by German law statements in a bill of lading as to shipment of goods are conclusive against the owners of the ship. Hence, so far as the Hamburg court was concerned, the judgment *in rem* and the payment of the bank's claim out of the proceeds was perfectly correct, and it was affirmed on appeal both by the Appeal Court and by the Supreme Court of Appeal at Leipzig. But in this country the liquidator of the *Minna Craig Co.* sought to avoid the effect of the judgment by having it declared that the bank had received the money to the use of the company, and that it ought to be handed over to the liquidator for distribution amongst the creditors. Both COLLINS, J., and the Court of Appeal declined, however, to annul in this way the effect of a judgment *in rem* properly pronounced by a foreign court in accordance with its own law. The judgment in such an action is conclusive against all the world, and a creditor takes the benefit of it free from any adverse claims. There was consequently no liability on the bank to account for the money to the liquidator, notwithstanding that it had been received while the liquidation was pending. Incidentally the case shews the risk which an English mortgagee runs in consequence of the wider effect given by foreign systems of law to maritime lien. Had the ship been arrested in this country, the mortgagee's title would not have been affected. But the law applied by the Hamburg court made him dependent

on the acts of the master, and let in a prior claim for over £10,000.

AT FIRST sight there seems to have been considerable ground for the claim of the Crown to succession duty in the recent case of *Attorney-General v. Brown* (45 W. R. 446). In 1881 A. took his son B. into partnership for a period of five years. The business was then valued at £62,445. B. brought in no capital, but it was arranged that of the above amount £41,630 should be considered as having been brought into the partnership by A., and the remaining £20,815 as having been brought in by B. Under the partnership deed arrangements were made for the event of either A. or B. dying during the continuance of the partnership. If A. died, then B. was to be entitled to the entire capital of the partnership, and was to pay to A.'s executors £10,000. On the other hand, if B. died, then A. was to have the whole capital, and was to pay B.'s executors the sum of £15,000. A. died in 1884, and, according to the partnership books, the assets of the business at that date were £67,810, of which A.'s share was £45,894, and the whole of this passed to B., subject to the payment of £10,000. Had B. died instead of A., his share—namely, £31,916, would have passed to A., but the payment would in this case have been £15,000. These figures on their face do not give the impression that the arrangement was settled on a purely commercial basis, and the Crown claimed that in respect of the overplus of £45,894 over £10,000 there was a gift from A. to B., and consequently that succession duty was payable. There were, however, further circumstances in the case which induced the Divisional Court (VAUGHAN WILLIAMS and KENNEDY, JJ.) to decide against this claim. By a contract of even date with the partnership deed certain freehold property which was being used in the business was sold to the partnership subject to a rent-charge of £139 a year, and this burden devolved on B. alone upon the death of A. Moreover the surviving partner was bound in any event to take over the business, which was of a speculative character, with all its liabilities, and to indemnify the estate of the deceased partner against them. Having regard to the uncertainty thus introduced, and to the burden imposed by the rent-charge, the court held that there was not sufficient reason for refusing to treat the partnership arrangement as an honest commercial transaction. It was possible, said VAUGHAN WILLIAMS, J., notwithstanding the *prima facie* benefit to B., to regard the figures as having been arrived at as the real commercial value of the partners' respective shares in the business, and hence no succession duty was payable.

IT MAY be worth while to recall the fact that a quarter of a century ago to-day there passed away one of the most gifted judges who ever sat on the bench. Many of our readers will remember the gloom which was cast over the legal profession by the news of the death by his own hand of Mr. Justice WILLES. It need hardly be said that in him there was an almost unequalled combination of profound learning and practical ability; that he was as much at home in black letter law or the mazes of the old real property law as in questions of modern commercial law. But the point which chiefly strikes one is the strange irony of fate which, on the eve of the introduction of a new system of legal procedure, deprived the country of a man so competent to mould and guide its development. Sir JAMES SHAW WILLES had rendered important service in drafting the Common Law Procedure Acts, and if he had lived and succeeded to the office of Lord Chief Justice, who can say how different might have been, in some respects, the state of things to that which we see now.

Hubert James Smart was, on the 28th ult., committed to the gaols by the Birmingham stipendiary on a charge of attempting to shoot Mr. Jeffery Parr, senior partner in the firm of Jeffery Parr & Hasell, solicitors, Birmingham. Mr. Parr had found it necessary to remove prisoner from the management of a brickyard, which had been left in trust by his father. On the 9th of September prisoner went to the office of the prosecutor to demand certain money. Mr. Parr explained there was none due to him. Prisoner then exclaimed, "I must have some. Here goes to end it all." He then pulled a revolver out of his pocket and presented it at Mr. Parr's head. The prosecutor jumped up and seized Smart's hands, but the revolver was discharged, and the bullet entered Smart's left arm.

TITLE UNDER VOLUNTARY SETTLEMENTS.

THE recent decision of the Court of Appeal in *Re Carter & Kenderdine's Contract* (45 W. R. 484) removes much of the difficulty which has hitherto arisen when title has to be made under a voluntary settlement, and purchasers are now safe from the consequences of section 47 of the Bankruptcy Act, 1883, provided the settlor had not become bankrupt before a title in good faith and for value had been made under the settlement. Similarly they are protected by the decision of KAY, J., in *Halifax Joint-Stock Banking Co. v. Gledhill* (1891, 1 Ch. 31) against the consequences of 13 Eliz. c. 5. But it is a mistake to suppose that these decisions have rendered it unnecessary to take any special precautions when a voluntary settlement appears upon the title, and it is worth while to consider what the practice under existing circumstances ought to be.

By section 1 of 13 Eliz. c. 5 it is provided that every conveyance in fraud of creditors is to be void as against such creditors, and this has a wider operation than section 47 of the Bankruptcy Act, 1883. It does not, for instance, depend upon the actual state of indebtedness of the settlor at the date of the settlement. If the settlement is made just before the settlor engages in trade of a hazardous character, it may be set aside in an action on behalf of creditors who became such after the settlement, though there are no creditors whose debts arose before the date of the settlement (*Mackay v. Douglas*, L. R. 14 Eq. 106; *Re Butterworth*, 19 Ch. D. 588). Section 5, however, introduces the proviso that the Act is not to extend to any interest in lands conveyed for good consideration and *bona fide* to any person having at the time of the conveyance no notice of the fraud. Upon the face of them, these words are not limited to an interest conferred immediately by the settlement, yet it seems formerly to have been generally considered that such was their effect, and it was not till *Halifax Joint-Stock Banking Co. v. Gledhill* (*supra*) that their meaning was definitely determined. In that case, by a settlement which was fraudulent against creditors under the above statute, a reversionary life interest was reserved to the settlor. He subsequently charged this life interest by way of equitable mortgage in favour of a mortgagee who advanced his money without notice that the settlement was fraudulent. Even had the proviso of section 5 not been introduced into 13 Eliz. c. 5, it would have been possible to argue that, since the settlement was only void against creditors, and not against the settlor, it was in effect voidable and not void; and hence an interest under it taken for valuable consideration would be protected if, at the date when it was taken, the creditors had not intervened to avoid the settlement. KAY, J., however, treated the case as depending on section 5. The real question, he said, was whether a subsequent purchaser for value of an interest under the settlement without notice had his purchase protected by that section, and the learned judge held that he had. Section 5, he decided, includes a purchaser for value without notice of any interest under the deed impeached, whether that interest be legal or equitable, and it prevents the deed being void as against him.

Section 47 of the Bankruptcy Act, 1883, has no proviso corresponding to section 5 of 13 Eliz. c. 5, and it has been necessary to find protection for purchasers in the principal enactment itself. Any settlement of property, other than a settlement on marriage or for valuable consideration, or a settlement of property coming through the settlor's wife, is absolutely void against the trustee in bankruptcy, if the settlor becomes bankrupt within two years, and is void against the trustee if the settlor becomes bankrupt within ten years, unless the parties claiming under the settlement can prove his solvency at its date. The difficulty caused by the construction placed upon this provision by STRALING, J., in *Re Briggs & Spicer* (39 W. R. 377; 1891, 2 Ch. 127) is well-known. "Void" was taken to mean void *ab initio*, and hence property which had gone into a voluntary settlement was made practically unsaleable—in the sense of inability to force the title on an unwilling purchaser—for ten years after the date of the settlement. Until this period had elapsed the purchaser did not know that he might not be exposed to the loss of his purchase owing to the bankruptcy of the settlor. On the other hand, in *Re Brall* (41 W. R. 623;

1893, 2 Q. B. 381) VAUGHAN WILLIAMS, J., held that the settlement was voidable only, and that a purchaser under it for valuable consideration was safe if he purchased before the trustee in bankruptcy had intervened.

In *Re Carter & Kenderdine's Contract* (*supra*) the Court of Appeal came to the same conclusion as VAUGHAN WILLIAMS, J., in *Re Brall*, though they made it clearer that the date which limits the claim of the purchaser to protection is the date of accrual of the trustee's title, not the date when the trustee actually takes steps to have the settlement set aside. The settlement, it was said, could not be void under section 47 until there was a trustee in bankruptcy in existence. It was only against him that it was void, and it could not be void at all until the act of bankruptcy had occurred which brought the trustee upon the scene. "The words," said A. L. SMITH, L.J., "mean void as against the trustee in bankruptcy from the date of the accrual of his title—or, in other words, void as from the act of bankruptcy to which the title of the trustee relates back."

It follows from the above that there is a distinction between 13 Eliz. c. 5 and section 47 of the Bankruptcy Act, 1883, in the date which affords security to a *bona fide* purchaser for value. If the principle of *Re Carter & Kenderdine's Contract* were applied to section 1 of the former statute, the settlement would be voidable as soon as there was any creditor in existence who could take advantage of the avoidance, and ordinarily this would be at the date of the settlement, so that the subsequent conveyance for value would be no protection. Hence the necessity for section 5, which affords absolute protection to the purchaser, provided he has not notice, at the date of the conveyance to himself, that the settlement was fraudulent. If at such date the settlor has not become bankrupt, and if nothing is brought to the knowledge of the purchaser which would put him on inquiry, he takes without notice, and the voluntary settlement cannot become a defect in his title by reason of the statute of Elizabeth. But under section 47 of the Bankruptcy Act, 1883, it is the trustee in bankruptcy, and not any individual creditor, at whose instance the settlement can be avoided, and, since there is no trustee until the bankruptcy occurs, there is, until that date, no possibility of the settlement being avoided, and the purchaser deriving title under it is safe unless at such date bankruptcy has actually occurred.

It appears, therefore, to be incumbent on a purchaser who is taking a title derived, whether immediately or not, under a voluntary settlement to ascertain by search that the settlor has not become bankrupt since the date of the settlement. So far as concerns section 47 of the Bankruptcy Act, 1883, it is of course only necessary to consider the ten years subsequent to the settlement. If no bankruptcy has occurred within this time, the settlement cannot be impeached under that section. If, on the other hand, a bankruptcy has occurred, the title of the trustee has accrued, and it will become a further question whether such title is barred by the Statute of Limitations. The right of the trustee to set the settlement aside is a legal right, and it would not be safe to assume that it is barred till the lapse of twenty years (see *Three Towns Banking Co. v. Maddox*, 27 Ch. D. 523).

Under 13 Eliz. c. 5 there is no period within which the settlement is by the statute validated, and since it may be impeached by creditors who become such after the date of the settlement, it is not possible to assign a period after which a creditor would necessarily be barred. In practice, however, the period of ten years specified in the Bankruptcy Act will suffice for the statute of Elizabeth also, and if no bankruptcy is found within that time the purchaser will take without notice of the fraud, and will consequently be protected. The practical result is that a purchaser is not entitled by reason of the decisions above mentioned to take a title depending on a voluntary settlement without any inquiry as to the subsequent bankruptcy of the settlor.

The *Daily Telegraph* says that Dick's Coffee House, well-known to Templars, will soon disappear. It is about three centuries old, and is entered by a long narrow passage. It is hidden on the north by Butterworth's, the law publisher, perhaps the oldest shop in Fleet-street, and on the west by the quaint wooden Elizabethan houses at Middle Temple-gate, formerly known as "the old post-house," where it is said the business of a law stationer has been carried on, as now, for 200 years.

REVIEWS.

RULING CASES.

RULING CASES. ARRANGED, ANNOTATED, AND EDITED BY ROBERT CAMPBELL, M.A., of Lincoln's-inn, Barrister-at-Law. Assisted by OTHER MEMBERS OF THE BAR. WITH AMERICAN NOTES BY IRVING BROWNE. VOL. XII.: EXECUTOR—INDEMNITY. Stevens & Sons (Limited).

This volume of Ruling Cases contains a large number of important titles, and the selected cases are in several instances of quite recent date. "Foreign Enlistment" gives an opportunity for introducing the judgment of Lord Russell, C.J., upon the motion to quash the indictment in *Reg. v. Jameson*, and under "Fixtures" the old leading case of *Elwes v. Maw* (3 East 38), which declined to admit in relief of agriculture any relaxation of the strict common law, is coupled with the recent decision of the Court of Appeal in *Hobson v. Gorringe* (45 W. R. 356), that a mortgagee can retain an engine which the mortgagor has hired under a hire and purchase agreement and which has been affixed to the soil before the date of the mortgage. Mr. Campbell places *Pasley v. Freeman* (3 T. R. 51) and *Derry v. Peek* (14 App. Cas. 337) at the commencement of the six cases which he has selected for the head of "Fraud." The latter case, whatever may be thought as to the policy of the attempts of courts of equity to restrain misrepresentation, has at any rate, by abolishing the notion of equitable fraud, greatly simplified the law. Another case of first importance is *Cochrane v. Moore* (25 Q. B. D. 57), which is coupled with *Irons v. Smallpiece* (2 B. & Ald. 551), under the title of "Gift (*Inter Vivos*). The judgment of FRY, L.J., in the former case, delivered on behalf of BOWEN, L.J., and himself, is exceptionally interesting for its tracing of the effect of delivery of possession on title from the earliest English law down to the present time. Under "Goodwill" Mr. Campbell is content to place *Trego v. Hunt* (1896, A. C. 7) by itself; the case in which the House of Lords overruled the law previously established by the Court of Appeal, and insisted on honesty as the basis of the rights of the vendor of a goodwill—in other words, a vendor may not sell the goodwill of his business, and forthwith seek to win back for himself his old customers. A series of twenty cases have been selected for the title "Highway," the notes being contributed by Mr. Austin F. Jenkin. Other important titles are: "Executor," "Fishery," "Guarantee," and "Husband and Wife." Mr. Campbell does not let the celerity with which the work is being carried on interfere with its thoroughness.

REGISTRATION LAW.

ROGERS ON ELECTIONS. VOL. 1: REGISTRATION, PARLIAMENTARY, MUNICIPAL, AND LOCAL GOVERNMENT, INCLUDING THE PRACTICE IN REGISTRATION APPEALS, WITH APPENDICES OF STATUTES, ORDERS IN COUNCIL AND FORMS. 16TH EDITION. By MAURICE POWELL, M.A., Esq., one of the Revising Barristers of the South-Eastern Circuit. Stevens & Sons (Limited).

We have had occasion frequently to notice the care with which the recent editions of this valuable text-book have been edited. The present does not fall below the average. It includes the law as to the registration of the new class of parochial electors created by the Local Government Act, 1894, and at pp. 241-249 there will be found concisely and clearly set forth the duties of the clerks of county councils as to the registry both of Parliamentary voters for counties and of county and parochial electors. There are other points in which a considerable improvement has been effected. Many of the old decisions of Election Committees of the House of Commons have been omitted, and in their place a selection of Irish and Scottish decisions, particularly relative to points not yet covered by English decisions, have been inserted. The dates of decisions have been added to their names. The recent statutes affecting the subject, and the Registration Order, 1895, are set forth in appendices. A small matter of great convenience to the reader is the giving in black type in the table of statutes the pages at which statutes or sections of statutes are set out.

BOOKS RECEIVED.

The Law of Mortgage, and other Securities upon Property. By the late WILLIAM RICHARD FISHER, Barrister-at-Law. Fifth Edition. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. Butterworth & Co.

Jones' Book of Practical Forms for Use in Solicitors' Offices. Vol. 1. Containing over 400 forms and precedents in the Queen's Bench Division of the High Court of Justice and the County Court, including 100 forms of Special Indorsements of Writs, 100 forms of County Court Particulars, forms under the Arbitration Act and the Bills of

Sale Acts, &c. With Dissertations, Notes, and References. By CHARLES JONES. Eppingham Wilson.

The Building of the Intellect. A Contribution towards Scientific Method in Education. By DOUGLAS M. GANE. Elliot Stock.

CORRESPONDENCE.

COUNTY COURTS.

[To the Editor of the Solicitors' Journal.]

Sir,—I was very glad to read Mr. Philip Cohen's letter in your issue of the 25th inst., respecting county courts and their present system. It is hopeless (for the reasons stated by Mr. Cohen) to expect the Council of the Incorporated Law Society to advance this matter, and in fact the question is not worth consideration by a great number of members of the profession practising in London, inasmuch as county court work is not entertained by them for obvious reasons. This should not be so. I would suggest that, as far as London is concerned, a committee should be formed, consisting of solicitors who make a point of practising in the county courts, to deal with the question of reform in the practice of these courts in a practical way. Of course one cannot imagine the court officials seeking to alter the existing antediluvian practice, such an alteration entailing extra work and trouble.

With regard to obtaining summary judgment in small debt cases, why could not the practice under order 14 of the Supreme Court Rules long ago have been embodied in the County Court Rules, so that when the defendant (as he invariably does) sends in his notice to defend, the plaintiff could at once take out his summons returnable before the registrar in chambers, and on the usual affidavit obtain his judgment, instead of the ridiculous practice of waiting for the court day, bringing two or three witnesses before the judge or registrar, when the defendant has no defence whatever, and often never puts in an appearance? Apart from the waste of time occasioned by hanging about the court, surely it should not be necessary for a solicitor himself to attend and ask "for judgment forthwith," for which in cases under £5 he is entitled to the handsome fee of 7s.?

The question of plaint and hearing fees must be considered, and they should be reduced reasonably, having regard to the amount in dispute.

It may interest your readers to know that the Colonials are far and away ahead of us in their county court system. In the colony of Victoria, for instance, the county court has jurisdiction in personal actions (with certain exceptions) where the amount, value, or damages to be recovered do not exceed £500, and the order 14 practice is adopted, consequently a great number of actions are brought; the fees being considerably lower, and the scale of solicitors' costs considerably higher, than here; and consequently the county court is a useful institution in which all solicitors practise.

Why should there not be some uniformity amongst the Metropolitan county courts in the way they are conducted? One finds in one court the judge himself hearing default summonses some time during the day; at another court the registrar insists on these summonses being taken before him at ten o'clock; another registrar prefers a later hour; one registrar, when a defendant asks for time to pay, makes an order for payment "forthwith"; another will, on any excuse, give a defendant the time he seeks. All these variations in practice make it very confusing to a practitioner, not to say annoying.

I trust that this matter will be ventilated in your columns, and that at last some good will result,

GILBERT L. WILD.

City Press-chambers, 148, Aldersgate-st, E.C., Sept. 29.

[To the Editor of the Solicitors' Journal.]

Sir,—There is a good deal of truth in Mr. Cohen's letter published in your issue of the 25th inst. The jurisdiction of these courts have been so extended and enlarged that revision and reform to meet this growth is now really necessary; but instead of starting a fresh association, which only means new expense, why should not the provincial law societies be used with a view to inquiry and suggestion on the main points upon which revision is necessary?

I see by the Law List, 1897, p. 1490, that there are forty-nine associated societies. Surely if the matter was brought before these in a practical way by getting two or three members really in earnest in each society to take the matter up and show where revision is really required, the matter would be forced to the front, and good would ensue, not only to the profession, but to the public.

Sept. 28

R. N. R.

THE ORIGIN OF LEASEHOLD TERMS.

[To the Editor of the Solicitors' Journal.]

Sir,—Can any of your readers favour me with their knowledge as to the following:

What is the reason of fixing the term at 99 years in the case of leaseholds? It is presumed that it is equivalent to the period of three generations, as a generation (*seculum*) is stated to be 33½ years—i.e., one-third of a century. Is the customary term based on this (the fractional part of the year being rejected), or if not, from what other source is it adopted?

Again, the usual old lease of 21 years or three lives, is this supposed to be equivalent to the duration of three lives running concurrently? and if so, why is this precise number of years adopted?

SOLICITOR.

SERVICE OF LEGAL PROCESS.

[To the Editor of the Solicitors' Journal.]

Sir,—You have, I suppose, seen the enclosed; it is, of course, a round-about way of depriving the profession of some of its fees.

Sept. 28.

A. C. K.

[The circular enclosed by our correspondent is a statement by a London firm of "reduced charges for town and country service" of documents; to which is appended a statement that the principal gives special attention, both in town and country, to the collection of information "useful as evidence or otherwise."—ED. S. J.]

CASES OF THE WEEK.

Before the Vacation Judge.

Re THE FAITH GOLD MINING CO. (LIM.). 23rd Sept.

COMPANY—WINDING UP—LIQUIDATOR—TRANSFER OF SHARES—POWER TO EXECUTE ON BEHALF OF COMPANY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 95, 133 (7).

This was a motion on behalf of the Universal Mining Development Syndicate (Limited), whose registered office is situate at 9 and 10, Fenchurch-street, E.C., that the register of members of the Faith Gold Mining Co. (Limited), whose office is at 11, Poultry, E.C., might be rectified by removing therefrom the name of Percy Harry Fowler as holder of 2,000 fully-paid shares of £1 each, numbered 29,006 to 31,005, both inclusive, on the ground that by a duly-assented transfer bearing date the 20th of November, 1896, the said Percy Harry Fowler transferred the same shares to the Universal Mining Development Syndicate (Limited), and that, as to the whole of such shares, the name of the said Universal Mining Development Syndicate (Limited) might be ordered to be entered upon the register as holders thereof, and that the said Faith Gold Mining Co. (Limited) might be ordered to pay to the applicant such damages, if any, as the applicant might sustain by reason of the company having refused to register the transfer from the said Fowler to the said Universal Mining Development Syndicate (Limited) of the said 2,000 shares, and that the said damages, if any, might be ascertained in such manner as to the court should seem meet. In support of this motion it was said that the real question was one of law. The Universal Mining Development Syndicate (Limited) was in voluntary liquidation, and Frank Hall Kingham was the liquidator. The transfer to the syndicate, instead of being executed by the syndicate under its seal, was signed by Mr. Kingham, as liquidator, opposite a wafer seal, and the directors of the gold mining company took the objection that the transfer was not valid on that account. Previously to August last the shares of the gold mining company were quoted at 5s. to 7s. 6d., and at the present time they were quoted from 15s. to 17s. 6d. By clause 10 of the articles of association of the gold mining company, "The transfer of any share in the company shall be in the form from time to time approved by the London Stock Exchange and shall be signed by the transferor and the transferee," and by clause 14 it was provided that the transfer should be lodged with the company, accompanied by such evidence as the directors might require to prove the title of the transferor. No form of transfer had yet been approved by the London Stock Exchange. An instrument in writing was sufficient to transfer the shares. If the parties to a transfer chose to use a deed, although the deed might be void as a deed, it was good as an instrument in writing: *Re Tahiti Cotton Co., Ex parte Sergeant* (22 W. R. 815, L. R. 17 Eq. 273). On behalf of the respondents it was submitted that the transfer ought to have been under the company's seal.

RIDLEY, J., said that he was of opinion that the transfer ought to be registered. He did not think that a deed was necessary. The liquidator could execute it on behalf of the syndicate. The order would, therefore, be that the register be rectified as asked, with costs against the Faith Gold Mining Co. (Limited).—COUNSEL, J. B. Matthews; Turrell. SOLICITORS, T. A. Denison & Co.; Guise & Fowler.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

Re J. 23rd Sept.

SOLICITOR AND CLIENT—NON-COMPLIANCE BY SOLICITOR WITH ORDER OF

COURT—SUBSEQUENT PARTIAL COMPLIANCE—MOTION FOR ATTACHMENT—FORM OF ORDER.

Motion for a writ of attachment against Mr. J., a solicitor, for his contempt by reason of not having delivered to them a bill of costs pursuant to an order of the court. Since the notice of motion was served Mr. J. had delivered the bill, and had written promising to deliver up all documents and to pay the sum due from him to the applicants. Mr. J. did not appear either in person or by counsel.

RIDLEY, J.—I think it might be advisable to make the order. The writ will lie in the office for a fortnight.—COUNSEL, G. Melville Dale. SOLICITORS, E. & J. Mole.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

Re ROYAL STANDARD PERMANENT BENEFIT BUILDING SOCIETY. 29th Sept.

BUILDING SOCIETY—WINDING UP—PETITIONER NOT SPECIALLY AUTHORIZED NOR A JUDGMENT CREDITOR—JURISDICTION OF HIGH COURT—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), s. 32 (4)—BUILDING SOCIETIES ACT, 1894 (57 & 58 VICT. c. 47), s. 8.

These were two petitions that the Royal Standard Permanent Benefit Building Society might be wound up by the court under the provisions of the Building Societies Acts and the Companies Acts, 1862 to 1893, or that such other order might be made in the premises as should be just. As the same question was raised by both petitions, the first only was heard, and the order made thereon was also made in the second petition. In support of the first petition it was said that the Royal Standard Permanent Benefit Building Society was, in the year 1863, constituted as an incorporated building society under the Act 6 & 7 Will. 4, c. 32, but was, on the 7th of May, 1875, duly incorporated under the Building Societies Acts, 1874 and 1875. The registered chief office and principal place of business of the society was situate at 5, Charlotte-street, Fitzroy-square, London. The shares of the society were all shares of £25 each, and were divided into three classes—namely, realized shares, investment shares, and advanced shares. The realized shares were shares which were issued upon payment of the full amount of £25. The investment shares were shares which were issued with a liability to pay thereon the sum of £25 by monthly instalments of 5s. each. The advanced shares were shares upon each of which the society had advanced to the holder £25. The society was established to carry on the business of a permanent benefit building society. The petitioners, S. Humphreys and S. A. Humphreys, were respectively the holders of twelve and two realized shares of the nominal value of, and credited with, £25 each. The petitioners had duly served on the society in the manner required by the rules notices of withdrawal relating to the respective shares, and the time limited by the notices of withdrawal and by the rules of the society for the respective withdrawals had expired. The petitioners had since made application for the repayment to them of the sums credited to them respectively upon their shares, but the society had neglected to pay the sums. The amount of the deficiency in the assets was very large, and of such a character that it would be impossible for the society to continue its operations. Until the year 1896, the secretary had for many years been guilty of the grossest irregularities, including falsification of the society's accounts and embezzlement of the society's moneys. He had been lately convicted upon various charges arising out of those irregularities. The business of the society was conducted chiefly by him. The circumstances under which he was enabled to commit the irregularities in respect of which he was convicted, and in general the conduct of the society's business, required the closest investigation. In the circumstances, it was just and equitable that the society should be wound up. The secretary had misappropriated £25,000 or £26,000. By the Building Societies Act, 1894, s. 8, all the provisions of the Companies Acts, 1862 to 1890, were applied to building societies, and the court had therefore jurisdiction. The point was, however, most important, and probably it was not one which the Vacation Judge would decide. There was no authority in point. The official receiver ought to be appointed liquidator. For the society it was said that the petition was bad. By the Building Societies Act, 1874, s. 32, sub-section 4, "A society under the Act may terminate or be dissolved . . . by winding up, either voluntarily under the supervision of the court or by the court, if the court shall so order, on the petition of any member authorized by three-fourths of the members present at a general meeting of the society specially called for the purpose to present the same on behalf of the society, or on the petition of any judgment creditor for not less than £50, but not otherwise." The petitioner did not satisfy either of the conditions. The Legislature intended to restrict the right of members to present a petition upon their own behalf. An undertaking was offered on behalf of the directors not to part with any money except for the purpose of carrying out existing contracts.

RIDLEY, J.—The inclination of my mind is that the provisions of the Companies Acts are not extended to building societies by the Building Societies Act, 1894. The point is, however, important, and I think the case had better stand over to be dealt with by the judge. Although the secretary has made this default, it does not prevent the undertaking by the directors not to part with the money being satisfactory.—COUNSEL, Bramwell Davis, Q.C., and Clouston; Alexander, Q.C., and Warrington; Douglas; Stewart-Smith. SOLICITORS, Riddell, Vaisey, & Smith; Sharn, Roscoe, Massey, & Co.; Ruddle & Gurney Winter.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.
VICTORIA PENSION FUND.

	£	s.	d.
Amount acknowledged last week	8,376	10	0
W. Archer, 440, Commercial-road East, E.	5	5	0
J. Regd. Symonds, Hereford	1	1	0
Alfd. C. Bird, 9, Bedford-row, W.C.	1	1	0
	£8,383	17	0

ANNUAL PROVINCIAL MEETING.

The following is the altered programme of the meeting:

WEDNESDAY, OCTOBER 6TH.

11 a.m.—Members will be welcomed in the Old Banqueting Hall, Outlers' Hall, Church-street, by His Grace the Duke of Norfolk, Lord Mayor of Sheffield. The president of the Incorporated Law Society U.K. (Mr. Wm. Godden, of London) will deliver his inaugural address, which will be followed by the reading and discussion of papers.

1.30 to 2.30 p.m.—Luncheon in the Lower Outlers' Hall, to which members are invited by the president and members of the Sheffield District Incorporated Law Society. Tickets must be previously obtained at the Inquiry Office, Outlers' Hall, as admission will be by ticket only. Application should be made before 11.30 a.m.

2.30 to 4.30 p.m.—Reading and discussion of papers resumed.

8 p.m.—His Grace the Duke of Norfolk, Lord Mayor of Sheffield, and the Lady Mayoresse (Lady Mary Howard) will receive the president, council, and members of the society, and ladies accompanying them, at the Mappin Art Gallery, Western Bank, Sheffield. Carriages may be ordered at 11.

THURSDAY, OCTOBER 7TH.

10 a.m.—Meeting of the Solicitors' Benevolent Association, in the Old Banqueting Hall, Outlers' Hall.

11 a.m.—Reading and discussion of papers continued.

1.30 to 2.30 p.m.—Luncheon in the Lower Outlers' Hall, to which members are invited by the president and members of the Sheffield District Incorporated Law Society. Tickets must be previously obtained at the Inquiry Office, Outlers' Hall, as admission will be by ticket only. Application should be made before 11.30 a.m.

2.30 to 4.30 p.m.—Reading and discussion of papers resumed.

Close of the business of the meeting.

6.30 for 7 p.m.—Dinner in the New Banqueting Hall, Outlers' Hall (entrance Church-street). The chair will be taken by the acting president of the Sheffield District Incorporated Law Society. Carriages may be ordered at 10.30 o'clock.

FRIDAY, OCTOBER 8TH.

Three alternative excursions have been arranged as follows:

No. 1.—CASTLETON.

Carriages will leave the Outlers' Hall, Church-street, at 9 a.m. and will arrive at Castleton about noon. There will be time before lunch to visit Peveril Castle. The visitors will be entertained by the Sheffield District Incorporated Law Society to luncheon at 1 p.m.

After lunch the party will be divided, some visiting the Peak Cavern, and others the Blue John or Speedwell Mines. In the alternative visitors can walk through the Winnats Pass and on to Mam Tor. Afternoon tea will be ready at 4 p.m., and the carriages will leave at 4.30 p.m., arriving at Sheffield about 7.15 p.m.

Members returning to Manchester or Liverpool can be conveyed to Hope Station in time to catch the Midland train leaving at 5.14 p.m. Members returning to London or the South can leave Hope Station about 5.15 p.m., arriving at Sheffield at 5.40 p.m., where they can take the Great Central Railway Dining Car Express (leaving Victoria Station at 6.8 p.m.) or the Midland Dining Car Express (leaving the Midland Station at 7.25 p.m.). Tickets for this excursion 7s. 6d. each.

No. 2.—BARLOW AND EDENSOR, INCLUDING CHATSWORTH HOUSE.

Carriages will leave the Outlers' Hall at 9.30 a.m., arriving at Edensor, via Barlow, about 12.30 p.m. Visitors will be entertained to luncheon at 12.45 p.m. at Edensor (or Barlow) by the Sheffield District Incorporated Law Society.

Afterwards the party will visit Chatsworth Park and House. By the kind permission of His Grace the Duke of Devonshire, the grand fountains will play, and portions of the house not usually shewn to visitors can probably be inspected.

Afternoon tea will be ready at 4.15 p.m., and the carriages will leave for Sheffield at 4.45 p.m., arriving about 7 p.m.

If a sufficient number of visitors intimate to the hon. sec. their desire to that effect, arrangements can be made to convey them to Rowsley Station in time to catch the Midland South Express leaving at 6 p.m.

Tickets for this excursion 6s. each.

No. 3.—BRADFIELD AND STRINES, AND THE SHEFFIELD CORPORATION RESERVOIRS.

Carriages will leave the Outlers' Hall at 10 a.m., and will arrive at the Strines Inn about 2 p.m., visiting en route the Dam Flak, Agden, Dale

Dyke and Strines Reservoirs. Visitors will be entertained to lunch at 2 p.m. by the Sheffield District Incorporated Law Society, and will leave at 4 p.m., arriving at Sheffield about 5.30 p.m.

The party will be accompanied by Mr. W. Terrey, general manager of the Sheffield Corporation Water Department, who will show the various water works.

This excursion is a most interesting one, apart from the attractions of the scenery through which the route passes.

Tickets for this excursion 5s. each.

If necessary, the committee will limit the numbers, or ballot for tickets, for any of the above excursions.

Members must apply for tickets to the hon. sec. not later than the 23rd of September, and must state on which excursion they wish to go.

N.B.—The before-mentioned train times may be subject to alteration when the winter service time-tables are published.

LEGAL NEWS.

OBITUARY.

The Right Hon. ROBERT RICHARD WARREN, Q.C., LL.D., Judge of the Probate and Matrimonial Division of the High Court in Ireland, died last week. He was born in 1817, and was called to the Bar in 1839, and in 1858 became a Queen's counsel. In 1867 he was appointed Solicitor-General, and in the same year became Attorney-General. In 1868, on the death of Judge Keating, the first judge of the Court of Probate, he was promoted to that office.

The death is announced of Mr. DOUGLAS DENON HEATH, formerly Judge of the Bloomsbury County Court. He was the son of Mr. Serjeant Heath; was born in 1811; was called to the Bar in 1835, and subsequently was appointed a judge of county courts.

GENERAL.

Mr. Justice Bruce has been elected Master of the Worshipful Company of Coachmakers for the ensuing year.

An account has been published, as a Parliamentary paper, of the receipts and payments in respect of the Land Registry for the year ended the 31st of March last. The total receipts were £90,139 10s. 6d., as compared with £17,224 12s. 2d. for the previous year—an increase of £2,914 18s. 4d. The total expenditure was £9,102 18s. 11d., as compared with £8,955 6s. 5d. in 1896, or a net increase of £147 2s. 6d.

The long legal, and political career of the late Sir John Simon, serjeant-at-law, formerly M.P. for Dewsbury, is to be treated in a memoir now being prepared by his son, Mr. Oswald John Simon. This will comprise much interesting correspondence with eminent lawyers and statesmen, while the active and influential part taken by Sir John Simon in relation to Jewish affairs all over the world will form an important section of the work.

An improvement is reported in the health of Sir Francis Jeune, who has been recently confined to his country house, Arlington Manor, near Newbury, by a somewhat sharp attack of rheumatism. This week Sir Francis and Lady Jeune, with their son, left Arlington Manor and passed through London on their way to Folkestone, where they will make a short stay.

There will be a change in the administration of the Metropolitan police-courts, says the *Globe*, in the course of the next few days. Hitherto the courts have been controlled by the Commissioner of Works, but under a new Act the Receiver for the Metropolitan Police will be held responsible for their maintenance. This official will pay the salaries of court officials, with the exception of the magistrates, and will receive the fines and penalties, which up till now have gone into the Exchequer.

A novel and interesting phase of "the woman question" has, says the *Albany Law Journal*, arisen in California. The controversy relates to the right of a railroad company to charge a lower rate of fare to female than to male commuters. The corporation in question, whose line connects San Francisco with San Rafael, not long ago issued an order giving women a monthly rate of 3dols., while the rate for men commuters has been and is 5dols. The reasons assigned by the company for this discrimination in favour of the fair sex are not at hand. The legal right of the company to create the distinction has been challenged by the men, on the ground that it violates the requirement of uniformity in rates. The railroad has set up the original plea that women are "a class," and that under the State law, which leaves it optional with a railway to discriminate with regard to "classes of freight or persons," it is entitled to make a different rate for women than for men. The court will decide the question, which, we believe, is a new one.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Oct. 7.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2 p.m.:

REVERSIONS:

- To one fifth of a Trust Fund, value over £50,000, in Railway Stock; gentlemen aged 75 and 80, provided gentleman aged 44 survives them. Solicitor, H. Stanley-Jones, Esq., London.
- To £237, secured upon policy; lady aged 48 and gentleman aged 58. Solicitors, Messrs. Lea & Lea, London.
- To one-sixth of Properties producing £1,318 per annum; lady aged 68. Solicitor, Edward M. Lazarus, Esq., London.
- To one-tenth of £4,000 Consols; lady aged 78. Solicitors, Messrs. Guedalla & Cross, London.
- To one-fifth of a Trust Estate value £12,000 in Great Eastern and India Stocks and Freehold and Leasehold Properties; lady aged 80. Also one-tenth of the Income of same Estate during the life of above. Solicitor, H. Stanley-Jones, Esq., London.
- To a moiety of £3,000 South Australia 4 per Cent. Bonds, and to the whole of £300 Midland Railway 4 per Cent. Stock; lady aged 57. Solicitor, H. Granger Prior, Esq., Rugby.

LIFE INTEREST:

- Of a lady aged 51 from a moiety of £2,945 Lancashire and Yorkshire Railway 4 per Cent. Stock. Solicitors, Messrs. Wood & Sons, London.

POLICIES OF ASSURANCE:

- For £1,000, £500, £250, in best Offices. Solicitors, Messrs. Wakeman & Bleack, Westminster, Wills.

SHARES:

- In H. B. Baines & Co., Proprietors of the "Graphic," "Daily Graphic," &c.; five Shares of £10 each, £7 paid. (See advertisements, this week, on back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, SEPT. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COTTON PARK AND LINTON COLLIERY SYNDICATE, LIMITED—Creditors are required, on or before Oct 25, to send their names and addresses, and the particulars of their debts or claims, to W. B. Hodgson, Castle Greasy, near Burton on Trent. Ashurst Morris & Co., 17, Throgmorton avenue, solers for liquidator.

McGREGOR CYCLE CO. LIMITED—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to Walker & Barker, 17, Low pavement, Nottingham, solers for liquidators. (The above company is in liquidation on the sale of the business to the new MacGregor Cycle and Engineering Co. Limited.)

MYSONS ESTATES CO. LIMITED—Creditors are required, on or before Nov 6, to send in their names and addresses, and the particulars of their debts or claims, to John Cornelius Sanderson, 45, Fenchurch st. Behnders & Higgs, 29, Mincing lane, solers to liquidator.

NEWMAN & CHIFFS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 26, to send their names and addresses, and the particulars of their debts and claims, to John Terry, 31, Milk st, Cheapside. Reader & Co., 1, Chapel pl, Poultry, solers for liquidator.

NOTTINGHAM AND DISTRICT TRAMWAYS CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Sturge Gilpin, Exchange walk, Nottingham. Wells & Hind, solers to liquidators.

SHEFFIELD YARNING CO. LIMITED—Creditors are required, on or before Oct 20, to send their names and addresses, and the particulars of their debts or claims, to George Edward Haworth, Dushy chbrs, Clarence st, Manchester. Needham & Co, Manchester, solers to liquidator.

USTON COAL AND COKE CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 1, to send their names and addresses, together with full particulars of their debts or claims, to Thomas Emerson Fenwick, Wolsingham, Darlington. Fenwick, Newcastle on Tyne, solers to liquidator.

W. MANNATT & SONS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 13, to send their names and addresses, and the particulars of their debts or claims, to John F. Dyson, 7, New st, Huddersfield. Crawley & Co, Chancery lane, solers to liquidator.

UNLIMITED IN CHANCERY.

ROYAL STANDARD PERMANENT BENEFIT BUILDING SOCIETY—Forn for winding up, presented Sept 5, directed to be heard before Ridley J., on Wednesday, Sept 29. Ruddle & Gurney Winter, 7 and 8, Southampton bldgs, Chancery lane, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 26.

FRIENDLY SOCIETIES DISSOLVED.

LITTLEBOROUGH SUPPLY STORE, LIMITED, Victoria st, Littleborough, Lancs. Sept 15

MEDFERRIS FARM FRIENDLY SOCIETY, 214, Great Homer st, Liverpool. Sept 8

London Gazette.—TUESDAY, SEPT. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

WAKEFIELD SPRING BREWERY CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 29, to send their names and addresses, and the particulars of their debts or claims, to Tom Edred Briggs, Wakefield. Chave & Chave, Broad st avenue, solers to liquidator.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, SEPT. 14.

MOORE, JAMES, Claremont rd, Surbiton, Shipowner Nov 9 Hampton & Moore, Stirling, J Willoughby, Lincoln's inn fields

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, SEPT. 10.

BAKER, JOHN, Eaton Bury, Bedford, Hay Dealer Nov 17 Calcott, Leighton Buzzard

BAXTER, JOSEPH, Whitehaven, Cumbria Oct 30 Anderson, Whitehaven

BAILEY, the Rev THOMAS, Hove Oct 18 Webster, Howard st, Strand

BEALS, CHARLES, Weymouth Oct 12 Howard, Weymouth

BOYD, JOHN, Rochdale Oct 9 Ripley, Rochdale

BULLOCK, WILLIAM HENRY, Handsworth Nov 1 Smith & Co, Birmingham

CANN, SAMUEL, Rotherham, JP Oct 9 Parker & Co, Rotherham

CAROTE, the Rt Hon FRANCIS ROBERT BARON, Aldford st, Park lane Nov 10 Hicks & Co Old Jewry chbrs

DENNING, FREDERICK, West Bowling, Bradford Sept 13 Harty Farrar & Co, Bradford

DODD, PHILIP CHARLES, Ipsden, Oxford, Land Agent Oct 1 Graham & Sons, Abingdon

DODSWORTH, LUCY ANNE AMELIA, Liverpool Oct 9 Pease & Ellis, Wigan

FULFORD, HENRY CHARLES, Edgbaston Nov 1 Smith & Co, Birmingham

GARDNER, JOHN, Waterloo, Lancs Dec 1 Mason & Co, Liverpool

GORDON, CHARLES WILLIAM, Donhead St Mary, Wills Oct 4 Burridge & Co, Shaftesbury

GOURLEY, JOHN, Manchester Oct 2 Thompson, Manchester

GRIFFITH, WILLIAM, Newmarket on Tyne, Draper Sept 20 Wooler & Wooler, Darlington

GRIFFITH, HARRIETTE LOUISE, Stourton, Somerset Nov 1 Symonds & Sons, Dorchester

HANBURY, ANNABELLA, Leamington Oct 10 Field & Sons, Leamington

HOLDSWORTH, JOHN JAMES, Philpot in, Shipowner Lowless & Co, Martin's in

JACKSON, JOHN BROAD, Frestwich, Lancs, Machinist Nov 17 Openshaw, Bury

JERTY, CHARLES, son, Bere Regis, Dorset, Yeoman Nov 1 Symonds & Sons, Dorchester

JONHON, FREDERICK, Silverhill, nr Hastings, Licensed Victualler Oct 16 Davenport & Co, Hastings

JOYCE, HENRY, Pimlico Oct 23 Pennington & Son, Lincoln's inn fields

KAY, ALFRED, Middleton, Lancs, Farmer Oct 9 Ripley, Rochdale

KIRK, WILLIAM, Middleton Oct 21 Tatham, Kirby Lonsdale

LLOYD, THOMAS, Eneochtyd, Denbigh, Farmer Nov 1 Lloyd & Roberts, Euthin

LOVE, ELIZABETH, Fleet, Haris Oct 7 Booth, Essex st, Strand

MANDALE, ISAAC, Cumberland, Yeoman Oct 6 Arnison & Co, Penrith

MENKIN, HENRY GEORGE, Kirkos, India, Brewer Oct 12 Lawden, Bedford row

MENKIN, MARGARET, Berwick upon Tweed Sept 30 Willoby & Peters, Berwick upon Tweed

MIRVILLE, JOHN LOUIS, Lancaster gate, Hyde Park Oct 11 Lea, Sherborne lane

MOSES, MOSES, Birmingham, Jeweller Oct 9 Davis, Birmingham

NELSON, WILLIAM, Wandsworth Oct 15 Rogers & Co, Victoria st, Westminster

POPE, JANE OLIVY, Cirencester Oct 1 Sewell & Sons, Cirencester

RICHARDS, WESTLEY, Birmingham Oct 13 Tucker & Co, Serle st, Lincoln's inn

ROSKELL, MARGARET, Widnes, Lancs Oct 11 Poole, Widnes

RUDD, ELLEN EDNADE, Paddington Oct 25 Sole & Co, Aldermanbury

SLACK, THOMAS WILLIAM, Fulham, Cabdriver Albert Allbright, Fulham

SMITH, HENRY, Much Woolton, Lancs Oct 7 Lacey & Co, Liverpool

STETTLER, JACOB JOHANNES, Upper Norwood Nov 1 Hollams & Co, Mincing lane

STRAW, FREDERICK THOMAS, Stawell, Victoria Sept 30 Burton & Co, Surrey st

TRUMAN, MISS FLORENCE AUGUSTA, Oakwell, nr Canterbury Oct 20 Gordon & Son, New Broad st

TURNER, EDWARD, Cheltenham, Hatter Sept 29 Curke & Earengay, Cheltenham

VANLEY, Rev JOHN, Shrewsbury Oct 21 Henry Wade & Son, Shrewsbury

WHITE, THOMAS JOHN, Tulce Hill, Surrey Oct 15 Rogers & Co, Victoria st

WHITEHEAD, MARY ANN, Hulme, Manchester Oct 25 Farrar & Co, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 24.

RECEIVING ORDERS.

ALDERTON, FREDERICK EDMUND, Ramsgate, Restaurant Keeper Canterbury Pet Sept 20 Ord Sept 20
 ANDERSON, THOMAS, Altrincham, Baker Manchester Pet Sept 22 Ord Sept 22
 BAILEY, EMMETT, Pine-on, Northampton Northampton Pet Sept 20 Ord Sept 20
 BEVAN, FREDERICK CAPEL, Cornhill, Stockbroker High Court Pet Sept 7 Ord Sept 20
 COLE, WILLIAM, Ruckbury, nr Newport, I of W, Dairyman Newport Pet Sept 20 Ord Sept 20
 CUNLIFFE, JOHN OMBROSD, Rawtenstall, Lancs, Overlooker Blackburn Pet Sept 22 Ord Sept 22
 DE ROSSSETTI, Count, Belgrave rd High Court Pet May 27 Ord Sept 20
 DODDS, HENRY, Manchester, Draper's Manager Manchester Pet Aug 15 Ord Sept 20
 DURANT, WALTER, East Stonehouse, Devon, Watchmaker Plymouth Pet Sept 22 Ord Sept 22
 EVANS, WILLIAM HENRY, Aberystwyth, Glam, Licensed Victualler Nant Pet Sept 21 Ord Sept 21
 GEORGE, FREDERICK HENRY, Gt Yarmouth, Labourer Gt Yarmouth Pet Sept 20 Ord Sept 20
 HARBOUR, SARAH, Aldgate, Milliner High Court Pet Sept 21 Ord Sept 21
 HOUGHTON, EDWARD, Edgware rd, Milliner High Court Pet Sept 15 Ord Sept 21
 HOWELL, ERNEST WILLIAM, Llandysul, Cardigans, Licensed Victualler Carmarthen Pet Sept 21 Ord Sept 21
 HUGHES, OWEN, Seacombe, Chester, Joiner Liverpool Pet Sept 10 Ord Sept 20
 ILLINGWORTH, ARTHUR, Leeds, Wholesale Grocer Leeds Pet Sept 15 Ord Sept 15
 ILLINGWORTH, GEORGE, Shipley, nr Bradford Bradford Pet Sept 20 Ord Sept 20
 JENKINS, DAVID ELLIS, Pontardawe, Glam, Draper Nant Pet Sept 22 Ord Sept 22
 JONES, GEORGE HORATIO, Great Russell st, Dental Surgeon High Court Pet July 31 Ord Sept 16
 MILLER, EDMUND JOHN, Whitecross st, Butcher High Court Pet Sept 20 Ord Sept 20
 MORRIS, JOHN BARON, Penzance, Cornwall, Grocer Truro Pet Sept 20 Ord Sept 20
 OAKLEY, ALFRED, Chorlton on Medlock, Plumber Manchester Pet Sept 17 Ord Sept 20
 OSBORNE, WILLIAM JOHN, Bexhill, Sussex Hastings Pet Sept 22 Ord Sept 22
 RICHMOND, RICHARD, Manchester High Court Pet Aug 31 Ord Sept 22
 ROSEITER, MARTIN, Widnes, Grocer Liverpool Pet Sept 21 Ord Sept 21
 SADLER, EDWARD CHARLES, Wells, Somerset, Boot Manufacturer Wells Pet Sept 22 Ord Sept 22
 SALT, WILLIAM, Warrington, Licensed Victualler Warrington Pet Sept 22 Ord Sept 22
 SAVAGE, JOHN, Blackburn Blackburn Pet Sept 20 Ord Sept 20
 SHEPHERD, ISAIAH, Dawley, Salop, Labourer Madeley Pet Sept 21 Ord Sept 21
 SPEER, EDWARD, 22, Sholing, Southampton, Shipping Office Clerk Southampton Pet Aug 31 Ord Sept 22
 THOMPSON, ANDREW BELL, Kingston upon Hull, Grocer Kingston upon Hull Pet Sept 20 Ord Sept 20
 TOOGOOD, WILLIAM, Gt Grimsby, Corn Factor Gt Grimsby Pet Sept 21 Ord Sept 21
 VENABLES, JOSEPH, Brixworth, Staffs, Draper Walsall Pet Sept 20 Ord Sept 20
 WITTELL, WILLIAM FRANKMAN, Marham st Westminster Tobacconist High Court Pet Sept 20 Ord Sept 20
 WHARFE, WILLIAM, Oldham Oldham Pet Sept 20 Ord Sept 20

FIRST MEETINGS.

ARNOLD, JOHN, Caterham, Surrey, Trainer Oct 1 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
 BALL, WILFRED, Fulham Oct 2 at 11 Off Rec, 5, Petty Cury, Cambridge
 BEVAN, FREDERICK CAPEL, Cornhill, Stockbroker Oct 4 at 12 Bankruptcy bldgs, Carey st
 BURNIDE, ROBERT HAZLENDINE, Sunderland, Metal Broker Oct 1 at 12 Off Rec, 25, John st, Sunderland
 CROPPIN, MATTHIAS, Manchester Oct 1 at 2.30 Off Rec, Byrom st, Manchester
 DUNNELL, HENRY, Dorking Oct 1 at 3.15 Down & Co, Solicitors, Dorking
 ELMORE, JAMES, Seacombe, Brickmaker Oct 4 at 2.30 Off Rec, 35, Victoria st, Liverpool
 EMERY, GEORGE, Basinghall st, Mine Purser Oct 1 at 2.30 Bankruptcy bldgs, Carey st
 GEORGE, FREDERICK HENRY, Gt Yarmouth, Labourer Oct 2 at 12.30 Off Rec, 8, King st, Norwich
 HARBOUR, SARAH, Aldgate, Milliner Oct 4 at 1 Bankruptcy bldgs, Carey st
 HEWES, ALFRED W, Golden sq Oct 4 at 12 Bankruptcy bldgs, Carey st
 HIBBERD, GEORGE, Gateshead, Engineer Oct 4 at 11.30 Off Rec, 20, Mosley st, Newcastle on Tyne
 HOPEKIRK, FRANCES MARGARET, Cradley, Hereford Oct 2 at 1 Off Rec, 45, Copenhagen st, Worcester
 HOUGHTON, EDWARD, Edgware rd, Milliner Oct 1 at 1 Bankruptcy bldgs, Carey st
 LEWIS, ARTHUR POLLARD, Llanelly Oct 2 at 11.30 Off Rec, 4, Queen st, Carmarthen
 LEWIS, FREDERICK CORNWALL, Coventry Oct 1 at 12 Off Rec, 17, Hertford st, Coventry
 MAHER, JOHN, Birkbehead, Fishmonger Oct 4 at 12 Off Rec, 35, Victoria st, Liverpool
 MARRIS, ARTHUR, Nottingham, Saddler Oct 1 at 12 Off Rec, St Peter's Church walk, Nottingham
 MILLINGTON, WILLIAM HENRY, Gt Yarmouth Oct 2 at 12 Off Rec, 8, King st, Norwich
 OGDEN, WILLIAM BUTCHER, 25, Leamards on Sea, Timber Merchant Oct 5 at 3 Off Rec, 20, Queen st, Cardiff
 POWELL, CAROLINE, Shepherd's Bush, Draper Oct 1 at 11 Bankruptcy bldgs, Carey st

SENIOR, ERNEST, Denton, Lancs, Printer Oct 1 at 3 Off Rec, Byrom st, Manchester
 STREBICK, ROBERT HAWKINS, Daleton, Provision Dealer Oct 6 at 11 Bankruptcy bldgs, Carey st
 THOMAS, ALFRED, Coleman st, Mining Engineer Oct 1 at 12 Bankruptcy bldgs, Carey st
 TUTT, WILLIAM, Watton, Lincs, Grocer Oct 7 at 12.15 Off Rec, 48, High st, Boston
 UNDERHILL, GEORGE, jun, Worcester, Butcher Oct 1 at 10.30 Off Rec, 45, Copenhagen st, Worcester
 WILLIAMS, THOMAS, Ystradgynlais, Brecons, Grocer Oct 1 at 12 Off Rec, 31, Alexandra rd, Swansea
 WRIGHT, ANNE, Southsea, Hants, Costumier Oct 1 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 YARDLEY, WILLIAM, Albert rd, Regent's Park, Barrister Oct 4 at 2.30 Bankruptcy bldgs, Carey st
 YOUNG, FRANCIS, King's Lynn, Norfolk, Coal Dealer Oct 21 at 10.15 Court house, King's Lynn

ADJUDICATIONS.

ALDERTON, FREDERICK EDMUND, Ramsgate, Restaurant Keeper Canterbury Pet Sept 20 Ord Sept 20
 ANDERSON, THOMAS, Altrincham, Baker Manchester Pet Sept 22 Ord Sept 22
 BAILEY, EMMETT, Finedon, Northampton Northampton Pet Sept 18 Ord Sept 22
 BEVAN, FREDERICK CAPEL, Cornhill, Stockbroker High Court Pet Sept 7 Ord Sept 22
 CLARK, HENRY, Caroline st, Eaton sq, Cab Proprietor High Court Pet April 9 Ord Sept 22
 COLE, WILLIAM, Ruckbury, nr Newport, I W, Dairyman Newport Pet Sept 20 Ord Sept 20
 CUNLIFFE, JOHN OMBROSD, Rawtenstall, Overlooker Blackburn Pet Sept 22 Ord Sept 22
 DURANT, WALTER, East Stonehouse, Watchmaker Plymouth Pet Sept 22 Ord Sept 22
 ELMORE, JAMES, Seacombe, Brickmaker Birkenhead Pet Aug 27 Ord Sept 22
 EMERY, GEORGE, Basinghall st, Mine Purser High Court Pet Aug 14 Ord Sept 22
 GEORGE, FREDERICK HENRY, Great Yarmouth, Labourer Gt Yarmouth Pet Sept 20 Ord Sept 20
 GRAY, JAMES, Kingsdown, Bristol, Grocer Bristol Pet Sept 11 Ord Sept 22
 GURNEY, A, Catherine court, Seething lane, Flour Factor High Court Pet Sept 4 Ord Sept 20
 HARBOUR, SARAH, Aldgate, Milliner High Court Pet Sept 21 Ord Sept 21
 HART, W, TIDBETTS, Moorgate st, Solicitor High Court Pet May 12 Ord Sept 22
 HIRST, ARTHUR, Leeds, Boot Manufacturer Leeds Pet Sept 9 Ord Sept 21
 HOWELL, ERNEST WILLIAM, Llandysul, Cardigans, Licensed Victualler Carmarthen Pet Sept 21 Ord Sept 21
 HUGHES, OWEN, Seacombe, Joiner Liverpool Pet Sept 10 Ord Sept 21
 ILLINGWORTH, ARTHUR, Leeds, Wholesale Grocer Leeds Pet Sept 15 Ord Sept 15
 LEWIS, ARTHUR POLLARD, Llanelly Carmarthen Pet Sept 17 Ord Sept 21
 LEWIS, FREDERICK CORNWALL, Coventry Coventry Pet Aug 17 Ord Sept 20
 MAHER, JOHN, Birkbehead, Fishmonger Birkenhead Pet Sept 11 Ord Sept 22
 MERRIDY, FREDERICK WARREN, Pendleton, Salford, Musical Instrument Dealer Salford Pet Aug 13 Ord Sept 22
 MORRIS, JOHN BARON, Penzance, Grocer Truro Pet Sept 20 Ord Sept 20
 OAKLEY, ALFRED, Manchester, Plumber Manchester Pet Sept 17 Ord Sept 20
 OSBORNE, WILLIAM JOHN, Bexhill, Sussex Hastings Pet Sept 22 Ord Sept 22
 PITMAN, WALTER, Forest Hill, Kent, Builder Greenwich Pet July 23 Ord Sept 21
 REED, ARTHUR LINCOLN, King's Bench walk, Temple, Butcher High Court Pet June 11 Ord Sept 20
 SALT, WILLIAM, Warrington, Licensed Victualler Warrington Pet Sept 22 Ord Sept 22
 SANTEE, HERBERT JOHN, Whitechapel, Contractor High Court Pet Aug 14 Ord Sept 22
 SAVAGE, JOHN, Blackburn Blackburn Pet Sept 20 Ord Sept 20
 SHEPHERD, ISAIAH, Dawley, Salop, Madeley Pet Sept 21 Ord Sept 21
 SPEER, ARTHUR JAMES, Bristol, Hatter Bristol Pet Sept 10 Ord Sept 22
 STANTON, EDMUND COURTLAND, Westminster High Court Pet Aug 26 Ord Sept 20
 STODDART, GEORGE WARD, Tottenham, Bristol, Draper Bristol Pet Sept 2 Ord Sept 22
 THOMAS, ALFRED, Coleman st, Mining Engineer High Court Pet Aug 14 Ord Sept 22
 THOMPSON, ANDREW BELL, Kingston upon Hull, Grocer Kingston upon Hull Pet Sept 20 Ord Sept 20
 TOOGOOD, WILLIAM, Gt Grimsby, Corn Factor Gt Grimsby Pet Sept 21 Ord Sept 21
 TOWERS, WILLIAM, Peterborough, Grocer Peterborough Pet July 20 Ord Sept 21
 VENABLES, JOSEPH, Brixworth, Staffs, Draper Walsall Pet Sept 20 Ord Sept 20
 WITTELL, WILLIAM FRANKMAN, Marham st, Westminster, Tobacconist High Court Pet Sept 20 Ord Sept 20
 WHARFE, WILLIAM, Oldham Oldham Pet Sept 20 Ord Sept 20
 WILSON, GEORGE JOHN, Oxford, Surgeon Oxford Pet Aug 5 Ord Sept 22

London Gazette.—TUESDAY, Sept. 25.

RECEIVING ORDERS.

BARRETT, RICHARD, Hereford, Innkeeper Leominster Pet Sept 24 Ord Sept 24
 BOLEY, WILLIAM GEORGE, Faringdon, Berks Swindon Pet Sept 24 Ord Sept 24
 BROUGH, GEORGE, Wolverhampton, Haulier Wolverhampton Pet Sept 24 Ord Sept 25
 BROWN, FREDERICK THOMAS, Bedford, Butcher Bedford Pet Sept 22 Ord Sept 22

BROWN, WILLIAM JOHN, Newport, Mon Newport, Mon Pet Sept 7 Ord Sept 25
 BROWNE, HAROLD FRANK, Pocklington, Yorks, Cycle Agent York Pet Sept 22 Ord Sept 22
 BURDEN, THOMAS LAURENCE, Upper Fyne, nr Emsay, Farmer Exeter Pet Sept 16 Ord Sept 22
 CURTIS, PATRICK, Sheffield, Innkeeper Sheffield Pet Sept 25 Ord Sept 25
 DUNDA, GEORGE W, Jernam st High Court Pet Dec 2, 1896 Ord Sept 24
 EDWARDS, JAMES JONES, Clifton, Bristol, Accountant High Court Pet June 25 Ord Sept 24
 HARPER, FREDERICK, St Thomas the Apostle, Devon, Coal Dealer Exeter Pet Sept 24 Ord Sept 24
 HARTLEY, JOHN, Ripponden, nr Halifax, Innkeeper Halifax Pet Sept 25 Ord Sept 25
 HILL, CHARLES, Clayhanger, Devons Exeter Pet Sept 24 Ord Sept 24
 INGRAM, FREDERICK WILLIAM, Sunderland, Engineer Sunderland Pet Sept 15 Ord Sept 22
 JENKES, THOMAS EMIL, and AUGUSTUS JACOBUS, Higher Broughton, Lancs, Importers Manchester Pet Sept 11 Ord Sept 22
 LAMBERT, THOMAS, Hoyland Common, Yorks, Draper Barnsley Pet Sept 24 Ord Sept 24
 LEGG, ALBERT, Wolverhampton, Fruiterer Wolverhampton Pet Sept 23 Ord Sept 24
 LEGGERT, ROBERT, Middleton, Salford, Carpenter Great Yarmouth Pet Sept 9 Ord Sept 24
 MORTIMER, EDITH, Weston super Mare, and JOHN KENNEDY, St George, Gloucester, Leather Merchants Bristol Pet Sept 22 Ord Sept 22
 MUSTARD, JOHN GORDON, Sunderland, Hairdresser Sunderland Pet Sept 23 Ord Sept 22
 PITCHAM, CHARLES, Waldron, Sussex, Butcher Eastbourne Pet Sept 25 Ord Sept 25
 J P PLATT & Co., St Mary axe, Commission Merchants High Court Pet Aug 19 Ord Sept 22
 RUGER, BURNHAM, Redington, Warwick, Jeweller Birmingham Pet Sept 25 Ord Sept 25
 VARELY, ARTHUR BROWN, Dewsbury, Upholsterer Dewsbury Pet Sept 23 Ord Sept 23
 WHEELER, JOHN GEORGE ALFRED, Reading, Picture Frame Maker Reading Pet Sept 22 Ord Sept 22
 WILCOCK, JOSEPH HOLROYD, Bradford, Worsted Manufacturer Bradford Pet Sept 10 Ord Sept 22
 YORKE, CHARLES WILLIAM, Torrington, Devon Barnstaple Pet Sept 20 Ord Sept 24

Amended notice substituted for that published in the London Gazette of Sept. 17:

HOPEKIRK, FRANCES MARGARET, Cradley, Hereford Worcester Pet Sept 15 Ord Sept 15

FIRST MEETINGS.

ALDERTON, FREDERICK EDMUND, Ramsgate, Restaurant Keeper Oct 14 at 9.30 Off Rec, 73, Castle st, Canterbury
 BELL, JOHN, South Bank, York, Grocer Oct 13 at 3 Off Rec, 2, Albert rd, Middlesbrough
 BLOUNT, WILLIAM, Coseley, Staffs, Baker Oct 5 at 11 Off Rec, Wolverhampton st, Dudley
 BRIDGES, RICHARD, Smeinton, Notts, Brushmaker Oct 5 at 12 Off Rec, St Peter's Church walk, Nottingham
 BRIGHTWELL, JOHN JAMES, Hurley Fields, Oxford, Farmer Oct 5 at 12 1, St Aldate's, Oxford
 BROWN, FREDERICK THOMAS, Bedford, Butcher Oct 6 at 11 Off Rec, St Paul's sq, Bedford
 BROWNE, HAROLD FRANK, Pocklington, Yorks, Cycle Agent Oct 5 at 12 Off Rec, 25, Stonegate, York
 DE ROSSSETTI, Count, Belgrave rd Oct 5 at 12 Bankruptcy bldgs, Carey st
 EVANS, ANNE, Portmadoc, China Dealer Oct 18 at 11 Sportsman Hotel, Portmadoc
 GRAY, GOULDON, Wisbech Oct 9 at 1 Off Rec, 8, King st, Norwich
 HARPER, FREDERICK, St Thomas the Apostle, Devon, Coal Dealer Oct 5 at 10.30 Off Rec, 13, Bedford cres Exeter
 HENNING, JOSEPH ROBERT, and ERNEST WILLIAMS JOHNSON, Birmingham, Cycle Accessories Factors Oct 7 at 11 23, Colmore row, Birmingham
 HILL, CHARLES, Clayhanger, Devon Oct 5 at 10.30 Off Rec, 13, Bedford cres, Exeter
 HOLLINGWORTH, JOHN LAWRENCE PITCHCOCK, Barnsley, York, Chemist Oct 5 at 10.15 Off Rec, Regent st, Barnsley
 HORNBY, JOHN WILLIAM TAYLOR, Leeds Oct 6 at 11 Off Rec, 22, Park row, Leeds
 HOWARTH, WILLIAM, Greenwich, Shipbroker's Clerk Oct 6 at 11.30 24, Railway app, London Bridge
 ILLINGWORTH, GEORGE, Shipley, nr Bradford Oct 6 at 11 Off Rec, 31, Manor row, Bradford
 JENKINS, WILLIAM, Swansea, Licensed Victualler Oct 5 at 12 Off Rec, 31, Alexandra rd, Swansea
 JONES, GEORGE HORATIO, Gt Russell st, Dental Surgeon Oct 7 at 1 Bankruptcy bldgs, Carey st
 KELLAWAY, ERNEST ALFRED, Brankbourne, Dorset, Cabinet Maker Oct 5 at 1 Off Rec, 8, Salisbury
 LAKE, ARTHUR JAMES Oct 6 at 12 Bankruptcy bldgs, Carey st
 LAWRENCE, EDWIN, Leicester Oct 5 at 12.30 Off Rec, 1, Beidge row, Leicester
 LOADER, ROWLAND JAMES, Portsmouth, Harness Maker Oct 5 at 3 Off Rec, Cambridge junct, High st, Portsmouth
 MARTIN, JOHN, Pontypridd, Picture Frame Maker Oct 5 at 12 65, High st, Merthyr Tydfil
 MILLER, EDMUND JOHN, Whitecross st, Butcher Oct 6 at 11 Bankruptcy bldgs, Carey st
 MORRIS, JOHN BARON, Penzance, Cornwall, Grocer Oct 7 at 12 Off Rec, Roseway st, Truro
 MOULD, JOHN ALFRED, Clapham, Haulier Oct 6 at 1 Bankruptcy bldgs, Carey st
 OSBORNE, WILLIAM JOHN, Bexhill Oct 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 PRICE, HENRY, Streatham Oct 6 at 12 Bankruptcy bldgs, Carey st
 ROBERTS, DAVID MORRIS, Uwhchillys, Carnarvon, Builder Oct 16 at 11.15 Sportsman Hotel, Portmadoc

SAVAGE, JOHN, Blackburn, Reed and Hoid Maker Oct 5 at 3 County Court house, Blackburn
 SHEPHERD, ISAIAH, Dawley, Salop, Labourer Oct 13 at 13 County Court office, Madeley
 SPENCE, EDWARD PATON, Woodston, Southampton, Clerk Oct 8 at 3.30 Off Rec. 4, East st, Southampton
 STANTON, EDWARD COURTLAND, Queen Anne's mansions, Westminster Oct 7 at 11 Bankruptcy bldg, Carey st
 STREET, GEORGE, Eial, Northumberland, Gardener Oct 6 at 3 Off Rec. 30, Mosley st, Newcastle on Tyne
 SYDENHAM, HENRY JAMES, Poole, Corn Dealer Oct 5 at 12.30 Off Rec, Salisbury
 THOMPSON, ANDREW BELL, Kingston upon Hull, Grocer Oct 5 at 11 Off Rec, Trinity House in Hull
 TWIDALE, MARY ANN, West Butterwick, Lincs Oct 5 at 12 Off Rec. 31, Silver st, Lincoln
 WHITEL, WILLIAM FRANTZMAN, Marsham st, Westminster, Tobacconist Oct 7 at 12 Bankruptcy bldg, Carey st
 WILSON, GEORGE JOHN, Oxford, Surgeon Oct 5 at 3 18t Aldate's, Oxford
 WORMALD, ANDREW, Blackpool, Butcher Oct 3 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

ADJUDICATIONS.

BARNETT, RICHARD, Hereford, Innkeeper Leominster Pet Sept 24 Ord Sept 24
 BOSLEY, WILLIAM GEORGE, Faringdon, Berks Swindon Pet Sept 24 Ord Sept 24
 BROUGH, GEORGE, Wolverhampton, Haulier Wolverhampton Pet Sept 24 Ord Sept 25
 BROWNE, HAROLD FRANK, Pocklington, Yorks, Cycle Agent York Pet Sept 22 Ord Sept 23
 BURDES, THOMAS LAURENCE, Upton Pyne, nr Exeter, Farmer Exeter Pet Sept 16 Ord Sept 23
 CURTIS, PATRICK, Sheffield, Innkeeper Sheffield Pet Sept 25 Ord Sept 25
 DE RIOUT, LUCIENNE, Moss Side, Manchester Manchester Pet Sept 6 Ord Sept 23
 EVANS, WILLIAM HENRY, Aberavon, Licensed Victualler Neath Pet Sept 21 Ord Sept 25
 FITTON, JOHN WILLIAM, Chesham, Lancs Manchester Pet May 15 Ord Sept 23
 HARTER, FARMER, St Thomas the Apostle, Devon, Coal Dealer Exeter Pet Sept 24 Ord Sept 24
 HASTLEY, JOHN, Ripponden, nr Halifax, Innkeeper Halifax Pet Sept 25 Ord Sept 25
 HILL, CHARLES, Clayhanger, Devon Exeter Pet Sept 24 Ord Sept 24
 HOUGHTON, EDWARD, Edgware rd, Milliner High Court Pet Sept 15 Ord Sept 24
 HOWARTH, WILLIAM, Greenwich, Shipbroker's Clerk Greenwich Pet Sept 16 Ord Sept 24
 JENKINS, DAVID ELLIS, Pontardawe, Glam, Draper Neath Pet Sept 21 Ord Sept 24
 LAMBERT, THOMAS, Hoyland Common, Yorks, Draper Barnsley Pet Sept 24 Ord Sept 24
 LANE, ARTHUR JAMES High Court Pet Aug 6 Ord Sept 25
 LISH, JOHN ROBERTS, Wrexham, Architect Wrexham Pet July 4 Ord Sept 23
 LLOYD, ALBERT, Wolverhampton, Fruiterer Wolverhampton Pet Sept 23 Ord Sept 24
 MILLER, EDWARD JOHN, Whitcomb st, Butcher High Court Pet Sept 20 Ord Sept 24
 MORTIMER, EDITH, and JOHN KIRKHAM, St George, Gloe, Leather Merchants Bristol Pet Sept 23 Ord Sept 23
 MUSTARD, JOHN GORDON, Sunderland, Hairdresser Sunderland Pet Sept 21 Ord Sept 23
 PECKHAM, CHARLES, Waldron, Sussex, Butcher Eastbourne Pet Sept 25 Ord Sept 25
 PULHAM, JOHN DYER, Frome, Grocer Frome Pet Sept 3 Ord Sept 23
 WAIND, FREDERICK, York, Tailor York Pet Sept 11 Ord Sept 23
 WHEELER, JOHN GEORGE ALFRED, Reading, Picture Frame Maker Reading Pet Sept 22 Ord Sept 23
 WILCOCK, JOSEPH HOLMSTED, Bradford, Worsted Manufacturer Bradford Pet Sept 10 Ord Sept 24
 WILKINSON, AUGUSTUS FREDERICK, Southsea High Court Pet July 30 Ord Sept 24

Amended Notice substituted for that published in the London Gazette of Sept. 17.

HOPKINS, FRANCES MARGARET, (ladley, Hereford Worcester Pet Sept 15 Ord Sept 15

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 53s. WEEKLY REPORTER, in wrapper, 26s. 6d.; by Post, 28s. 6d. SOLICITORS' JOURNAL, 26s. 6d.; by Post, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1669.

94, CHANCERY LANE, LONDON.

A BUSY MAN

AND

DR TIBBLES' Vi-Cocoa

Some of us are wise enough to see that the very intellectual superiority of which we boast must of necessity be ministered to by a very different diet to that which appealed to the digestive organs of men who underwent more bodily exertion than the most stalwart navy or the most muscular prizefighter of this steam and machine-ridden era. The case of Mr. H. Stockland Knight, 28, Stockmore-street, Cowby-road, Oxford, is a good illustration of this fact.

Mr. KNIGHT writes as follows:—"I have now made a thorough trial of Dr. Tibbles' Vi-Cocoa, and on that account feel somewhat qualified to make a statement as to its excellent qualities. I used at one time to take a good deal of hot and scalding tea, which brought me to a state of great weakness and loss of nerve power. After taking tea I felt quite unable to summon any energy, and totally unfitted for work of any kind. Some four months ago I determined to give up tea altogether, and use Dr. Tibbles' Vi-Cocoa instead. I did so, and in a remarkably short space of time I felt greatly benefited. I no longer experienced loss of energy after breakfast or tea, but I found

ITS SUSTAINING PROPERTIES MARVELLOUS,

for it is undoubtedly a food as well as a beverage, a cup of Vi-Cocoa alone being more sustaining than solid food with tea or ordinary cocoa. I have gained in weight and am better in every way, and am improving daily. I take two cups at breakfast and the same at tea time. I would not relinquish it now on any account, as I consider it has in a very great measure reformed my impaired health. I may say in conclusion that my business takes me out at all hours of the day and night, making sleep and meal times very irregular. To all those living under such and similar conditions Dr. Tibbles' Vi-Cocoa is especially beneficial."



DR TIBBLES' Vi-Cocoa

THE BEVERAGE OF THE PEOPLE.

Let us glance at the ordinary breakfast beverages of the people.

TEA, even if properly infused, is only a stimulant. It is not a nourishing beverage, and as usually decocted is watery, trashy, and deleterious.

COFFEE, even when of the best, and prepared in perfection as you will find in the East, where Mohammedans are forbidden by their religion to use alcohol, is only a cardiac or heart stimulant. It increases for a short time the power of that organ without being in any sense of the word a nourishing beverage.

COCOA.—The ordinary cocoa is not by any means a nourishing beverage. Its good qualities either in the English or foreign varieties are smothered in starch and sugar, that induce or promote indigestion.

DR. TIBBLES' VI COCOA is a nourishing beverage, containing four great restorers of vitality—Cocoa, Kola, Hops, and Malt. It stands out as a builder-up of tissues, a promoter of vigour, and in short it has all the factors which make robust health. Being a deliciously flavoured beverage it pleases the most fastidious palate. Its active powers of digestant give tone to the stomach, and promote the flow of gastric juice, and however indigestible the food taken with it at any meal, it acts as a solvent and assimilative.

All the leading medical journals recommend Dr. Tibbles' Vi-Cocoa, and Dr. G. H. Haslam writes:—"It gives me great pleasure in bearing testimony to the value of Vi-Cocoa, a mixture of Malt, Hops, Kola, and Caracao Cocoa Extract. I consider it the very best preparation of the kind in the market, and as a nourishing drink for children and adults the finest that has ever been brought before the public. As a general beverage it excels all previous preparations. No house should be without it."

Dr. Tibbles' Vi-Cocoa, 6d., 9d., and 1s. 6d. Can be obtained from all chemists, grocers, and stores, or from Dr. Tibbles' Vi-Cocoa (Limited), 60, 61, and 62, Banbury-row, London, E.C.

As an unparalleled test of merit, a dainty sample tin of Dr. Tibbles' Vi-Cocoa will be sent free on application to any address, if, when writing (a post-card will do), the reader will name the "Solicitors' Journal."

1897.

N

a



associated in

edans are
the power

to English

ra, Kola,
ore which
powers of
en with it

gives me
cas Coen
dren and
erations.

emists,
anhill-

-Ocoa
rd will